

| | | | |
|--|--|--|---------------------------------|
| NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY Brian J. Tanada Katten Muchin Rosenman LLP; 2029 Century Park East, Suite 2600, Los Angeles, CA 90067 | | STATE BAR NUMBER CA 275421 | Reserved for Clerk's File Stamp |
| TELEPHONE NUMBER (Optional) 310-788-4499 ATTORNEY FOR (Name) Cengage Learning, Inc., & Pearson Education District Court for the Northern District of California COURTHOUSE ADDRESS: Northern District of CA, 280 South First Street, San Jose, CA 95113 PLAINTIFF: Cengage Learning, Inc., and Pearson Education, Inc. DEFENDANT: Peniel, LLP et al. | | | |
| AFFIDAVIT OF IDENTITY AND ORDER | | CASE NUMBER: cv-14-80135 MISC-LHK-HRL | |

I am the judgment creditor in the above entitled action.

1. The name of the judgment debtor as stated in the judgment is:

Lincoln Tan Tian Beng

2. List additional name or names by which the judgment debtor is known:

Lincoln Tan

3. The facts relied on in obtaining the judgment debtor's additional name or names are:

On May 9, 2014 I registered a default judgment issued by the United States District Court of the Northern District of Illinois (the "Judgment") in the Northern District of California. The Judgment orders "Lincoln Tan Tian Beng a/k/a Lincoln Tan" to pay damages to Plaintiffs in the principal sum of \$1,680,000.00. A copy of the Judgment is attached as Exhibit A.

This document may be used to add new names or aliases for present judgment debtors, but it may not be used to add new judgment debtors.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 20, 2014

Brian J. Tanada
(TYPE OR PRINT NAME)


(SIGNATURE OF DECLARANT)

IT SO ORDERED THAT THE TERM JUDGMENT DEBTOR INCLUDE THE NAME OR NAMES IN #2 ABOVE, AND MAY BE ADDED TO WRIT OF EXECUTION OR ABSTRACT OF JUDGMENT.

Date: 6/3/14

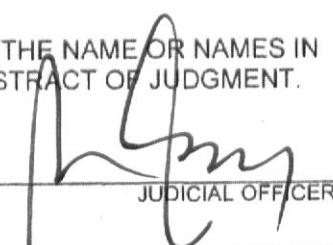

JUDICIAL OFFICER

Exhibit A

UNITED STATES DISTRICT COURT
EVERETT MCKINLEY DIRKSEN BUILDING
UNITED STATES COURT HOUSE
CHICAGO, IL 60604

THOMAS G. BRUTON
CLERK

Cengage Learning, Inc. Et al,

v.

Does 1-25 et al,

CV 14 80135 MISC.
CERTIFICATION OF JUDGMENT
FOR REGISTRATION IN
ANOTHER DISTRICT

Case No.: 12cv10082

ORIGINAL FILED
MAY 06 2014
OFFICE OF THE CLERK

Richard W. Wieking
Clerk, U.S. District Court

Northern District of California

San Jose

LHK

HRL

I, Thomas G. Bruton, Clerk of this United States District Court certify that the attached judgment is a true and correct copy of the original judgment entered in this action on 3/20/2014, as it appears in the records of this court, and that, no notice of appeal from this judgment has been filed, and any motions of the kinds listed in Rule 4(a) of the Federal Rules of Appellate Procedure has not been filed.

IN TESTIMONY WHEREOF, I sign my name and affix the seal of this Court on May 5, 2014.

Thomas G. Bruton
Court Administrator

By: Nadine Finley
Deputy Clerk

The motions listed in Rule 4(a) of the Federal Rules of Appellate Procedure are motions: for judgment notwithstanding the verdict; to amend or make additional findings of fact; to alter or amend the judgment; for a new trial; and for an extension of time for filing a notice of appeal.

CERTIFIED COPY (Rev. 7-7-11)

United States District Court
Northern District of Illinois
Eastern Division

I, Thomas G. Bruton, Clerk of the United States District Court for the Northern District of Illinois, do hereby attest and certify that the annexed document(s) is (are) a full, true, and correct copy of the original(s) on file in my office and in my legal custody.

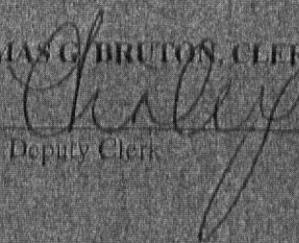
IN TESTIMONY WHEREOF

I have hereunto subscribed my name and affixed the seal of the
foresaid court at Chicago, Illinois, on MAY - 5 2014

THOMAS G. BRUTON, CLERK

By:

Deputy Clerk



Case: 1:12-cv-10032 Document #: 78 Filed: 03/20/14 Page 1 of 2 PageID #:446

JH

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CENGAGE LEARNING, INC., MCGRAW-HILL
GLOBAL EDUCATION HOLDINGS, LLC, AND
PEARSON EDUCATION, INC.,

Plaintiffs,

v.

PENIEL LLP, EUPHEMIA TAN BEE ENG A/K/A
EUPHEMIA TAN, LINCOLN TAN TIAN BENG
A/K/A LINCOLN TAN, NANCY TAN BEE LAN
A/K/A NANCY TAN, CHOO HONG TEO A/K/A
TEO CHOO HONG, AND GUANQIANG TAN
A/K/A RYAN TAN D/B/A SUPERFAST BOOKS;

Defendants.

Case No. 1:12-cv-10032

Judge Sara L. Ellis

~~PROPOSED~~ DEFAULT JUDGMENT AND PERMANENT INJUNCTION

Based upon Plaintiffs' Motion for Default Judgment, and good cause appearing therefor,
it is hereby Ordered and Adjudged that:

1. Plaintiffs seek statutory damages for copyright infringement per infringed work,
as authorized under the U.S. Copyright Act, 17 U.S.C. § 504(c), and statutory damages for
trademark infringement per counterfeit mark, as authorized under the Lanham Act, 15 U.S.C. §
1117(c). Accordingly, having been adjudged to be in default, and after consideration of the
record and briefing in the matter, Defendants Peniel, LLP, Euphemia Tan Bee Eng a/k/a
Euphemia Tan, Lincoln Tan Tian Beng a/k/a Lincoln Tan, Nancy Tan Bee Lan a/k/a Nancy Tan,
and Choo Hong Teo a/k/a Teo Choo Hong (collectively "Defendants"), shall pay damages to
Plaintiffs in the total principal sum of \$1,680,000.00.

Case: 1:12-cv-10032 Document #: 78 Filed: 03/20/14 Page 2 of 2 PageID #:447

2. Defendants, and their agents, servants, employees, and attorneys, as well as any other persons who are acting in concert or participation with them, shall and hereby are enjoined from directly or indirectly infringing Plaintiffs' rights in any copyrighted work or any of Plaintiffs' trademarks, whether now in existence or later created, that are owned or controlled by the Plaintiffs (or any parent, subsidiary, or affiliate of Plaintiffs) ("Plaintiffs' Works"), except pursuant to a lawful license or with the express authority of Plaintiffs. This precludes, without limitation, manufacturing, importing, advertising, promoting, distributing, selling or offering to sell counterfeit or other unauthorized copies of Plaintiffs' Works and/or counterfeit or otherwise infringing goods bearing Plaintiffs' respective trademarks.

3. Defendants shall destroy all counterfeit copies of Plaintiffs' Works that they have in their possession, custody or control.

IT IS SO ORDERED.

DATED:

MAR 20 2014

3-20-14

BY:


United States District Judge

ILND 450 (Rev. 10/05) Case No. 12-cv-10032 Document #: 79 Filed: 03/20/14 Page 1 of 1 PageID #:448



IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF ILLINOIS

Cengage Learning, Inc., et al,

Plaintiff(s),

v.

Peniel LLP, et al,

Defendant(s).

Case No. 12 cv 10032
Judge Sara L. Ellis

JUDGMENT IN A CIVIL CASE

Judgment is hereby entered (check appropriate box):

in favor of plaintiff(s) Cengage Learning, Inc., McGraw-Hill Global Education Holdings, LLC, and Pearson Education, Inc.
and against defendant(s) Peniel, LLP, Euphemia Tan Bee Eng a/k/a Euphemia Tan, Lincoln Tan Tian Beng a/k/a Lincoln Tan, Nancy Tan Bee Lan a/k/a Nancy Tan, and Choo Hong Teo a/k/a Teo Choo Hong in the amount of \$1,680,000.00 ,

which includes pre-judgment interest.
 does not include pre-judgment interest.

Post-judgment interest accrues on that amount at the rate provided by law from the date of this judgment.

Plaintiff(s) shall recover costs from defendant(s).

in favor of defendant(s)
and against plaintiff(s)

Defendant(s) shall recover costs from plaintiff(s).

other:

This action was (*check one*):

tried by a jury with Judge presiding, and the jury has rendered a verdict.
 tried by Judge without a jury and the above decision was reached.
 decided by Judge Sara L. Ellis on a motion for default judgment.

Date: 3/20/2014

Thomas G. Bruton, Clerk of Court

/s/ Rhonda Johnson, Deputy Clerk